

COPY

An agreement in regard to building an addition to a grain elevator. ( The Thayer Elevator) owned by Mr. Christian Reist of Williamsville, Erie Co. N.Y.

Memorandum of an agreement made and concluded by and between Henry V. Harrington of the City of Buffalo, of the first part, and Christian Reist of the Town of Amherst, of the second part. 1st.-In consideration of the agreement, hereafter mentioned, to be fulfilled & preformed, by the party of the 2nd. part & his legal representatives. Said party of the 1st. part agrees to erect & finish an addition to the rear of the building of the said party of the 2nd. part; which addition is to be 39 feet long and 48 feet wide & and of the same height as the main building, situate on Ohio Street in Buffalo, being a store-house, which addition is to be for the purpose of a store-house, and to be ~~furnished~~ finished in the same style and manner as the main building, and be completed during the present season of business in Buffalo. And the said party of the first part in consideration of the promises, doth agree, for himself and legal representative, to furnish all framing lumber at one shilling per cubic foot. The frame to be of oak, except the roof, which is to be of hemlock. The said party of the 2nd. part will and shall pay party of the 1st. part \$1100, to be paid as fast as the work progresses, and from time to time without delay.

This agreement shall be deemed and taken as to apply to the legal representatives of the respective parties hereto, as well as each party himself, In witness thereof the said parties hereunto interchangeably set their names and seals this 19th. day of July 1847.

Signed and executed in the presence of

Henry V. Harrington

Christian Reist.

Submitted by Warren D. Reist. The copy is from the original document which I have in my possession,

Warren D. Reist  
Williamsville, N.Y.  
May- 1948.

Sold by S.H.Salisbury, Buffalo.

THIS INDENTURE? Made the eighteenth day of June in the year of our Lord one thousand eight hundred and thirty- Between William Kaene and Lucy his wife of the County of Erie of the First Part and John Reist of the same place of the Second Part, Witnesseth That the said party of the First Part, for and inconsideration of the sum of Two hundred and fifty Dollars- in their hand paid, by the said party of the Second Part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, aliened and confirmed; and by these presents, do grant bargain, sell, remise, release alien, and confirm, ~~and~~ unto the said party of the Second Part, and his heirs and assigns forever, all that certain piece or parcel of land, Situate in the town of Buffalo in said County and is distinguished as the Southeasterly half of Block number Seventy-Seven of the Village of Black Rock as the same has been Surveyed and is disignated on the map of said Village filed in the office of the Secretary of the State of New York and containing Two and one half acres of land, be the same more or less-

Together with all and singular the hereditaments and appertenances, thereunto belonging, ~~for~~ in anywise appertaining; and and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the First Part, either in Law or Equity, of, in, and to, the above bargained Premises, with the said hereditaments and appurtenances. To have and to hold, the said Premises above discribed, with the appurtenances unto the said party of the Second Part and to his heirs and assigns for ever, And the said party of the First Part, for themselves their heirs, executors, and administrators, do covenant,,grant, bargain and agree to and with the said party of the Second Part his heirs and assigns, that at the time of the ensealing and delivery of the presents they are well seized of the Premises above conveyed, as of a good, sure, perfect. absolute, and indefeseable estate of inheritance in the Law, in fee simple, And that the above bargained Premises, in the quiet and peaseable possession of the said party of the Second Part, his heirs and assigns, against all and every person or persons, lawfully claiming or to claim, the whole or any part thereof, he will for ever Warrent and Defend.

In witness whereof , the said party of the First Part have hereunto set their hands and seals <sup>1830</sup> the day and year first above written.

Signed, Sealed, and Delivered in  
Presence of

Wm. Kaene

Lucy L. Kaene



The above is a copy of the original Deed on file.

Warren D. Reist  
Williamsville, N.Y.  
May 1948.

S.H.A. 1108



Erie County, Be it remembered that on the Eighteenth day of June in the year 1830 Came before me Philander Bennett First Judge of Erie County Courts the within named William and Lucy L. his wife to me severally known severally acknowledged that they executed the within Deed for the uses & purposes herein mentioned & the said Lucy being by me privately examined apart from her said husband, acknowledged that she executed the said deed freely without any fear or compulsion of her said husband.

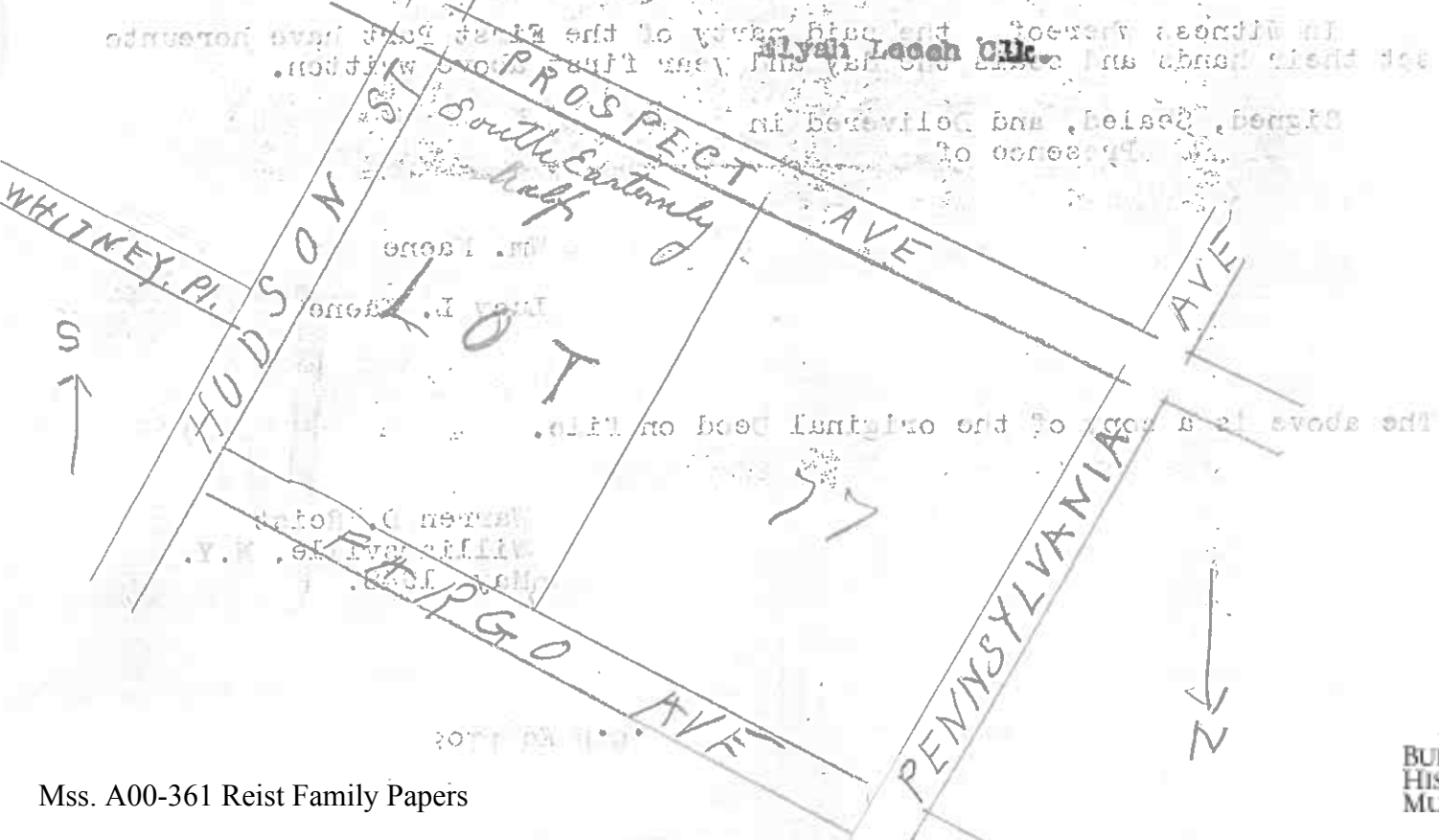
P. Bennett.

Mr. Reist's wife

J. Reist

Erie County  
 Clerk's Office Received  
 June 18th. 1830. at  
 3.00 Clock P.M. and  
 recorded in Liber 14 of  
 Deeds page 221 and  
 Examined

Wm. L. Reist



## CORRECTING SOME OF THE ERRORS IN HISTORY.

Many of the records, that we find in our local histories of Buffalo and the Niagara Frontier, have been gathered from hear'say rather than from legal documents or actual facts related by those who have played an important part in the making of that history or from their descendence. these errors are repeated by those who endeavor to write a history of the Niagaria Frontier by procuring information from the older volumes and adding the more recent events.

I would like, without showing any disrespect to the writers of history, to point out some of the un-intentional errors. Take for instance, that recorded in regard to the Mennonite Church on the north-west corner of Main St. and N.Forest Rd. west of the village of Williamsville, N.Y. In the History of Buffalo & Erie Co. 1884, Vol.1. p.405, - we find "The society was organized in 1834\* with John Reist as minister in charge,\*\*\*\* He remained in charge until 1878." The fact is, He remained in charge until 1879. It states, that "the first house of worship was built of stone in 1834. \*\*\*\* The present one was built in 1880." The facts are- The Church was not rebuilt but was simply remodeled. The original door and the two windows in the north wall, were removed and the spaces were filled in with a stone mason work to match the rest of the building, as shown by the accompanying snap-shot, taken recently. The door was placed in the wall facing Main St. A door was built in the east wall facing N.Forest Rd. Partitions, that formed two cloak rooms at the north end of the building, were taken out in order to enlarge the auditorium. Two cloak rooms were added to the west side of the building, with a door leading to each; they were built of a frame woodwork. The pulpit was changed from the west to the north end of the auditorium. I was seven years of age at the time and remember very well. As stated above, grandfather (John Reist) preached from 1834 to 1879; other ministers presided up to the present time. So, the Mennonite Church, corner Main St. & N.Forest Rd. west of Williamsville, N.Y. is the oldist Church in Western New York, in which services are still being held.

A recent historian has stated that "The first boatload of wheat shipped to Buffalo Harbor, was taken to Dunkirk because the shipper was unable to find a buyer, in 1828." A story was related by grandfather to his children and in turn was told to us grandchildren back in the 1880s," that the first boatload of wheat shipped to Buffalo was purchased and unloaded with baskets and hauled ~~to~~ by oxteam to our mill here in Williamsville and ground into flour. The story was later verified in a foot-note in fine print at the bottom of page 524, Vol.1. History of Buffalo And Erie County.(1884)

Another discrepancy, I noticed in reading over a clipping from one of our local newspapers, printed prior to 1900. An article headed, "The Reist Roller Mill" stated "The first mill



was built of stone." The idea sprung from Hear-say. When speaking of the mill, some would say, in order to distinguish it from that of the Roller Mill of later years, "The first mill was a stone mill!" That left the impression that the mill was built of stone. What they meant was, the flour and feed was ground by the use of stones (mill-stones) The other process was by the roller system (steel rolls).

The History of Erie County New York, 1898 Vol.1.p.496 states "As early as 1840 John Reist erected a second grist-mill." The fact is, the only mill that he built, was in 1821, when in company with his brother-in-law (Abraham Long) they built a grist-mill of wooden framework on the lot line between their respective properties, the lot line running through the center of the mill. They dissolved partnership in 1830. In 1840 John Reist built an extension to the north; this extension was also built of wood and was of equal dimensions and height as the original building. The clipping referred to in the paragraph above, also stated that "In 1847 Christian Reist took charge of the mill. He run it until 1850. A few years later Rubin Lintz tore down the stone part and put up the present frame building, now the custom and feed department, next to the store-house." The facts are,- The custom and feed department was built in 1821, long before the store-house, and was built of wood and not of stone, to which was added the extension to the north in 1840, and the store-house later in 1846. Some years later, I have not learned the date, the mill-office, which had been built against the east side of the original part, was moved to the north adjoining the extension built in 1840. The place where it stood shows plainly in the picture. I can prove my points, not only by photographs, but by legal documents and also by personal observation, as I have been in and about the mill since childhood, have been told and have noticed just how the mill was constructed.

The original part was built of the same kind of woodwork and in the same manner as the old bank-barn which was built long before the mill. The frame was built of hewn timbers held together by wooden pins. Both the extension to the north and the store-house to the west were of more modern construction; the framework was of sawed timbers, althosome wooden pins were used. I remember in particular, the solid walnut posts in the original part, which did not appear in the extensions. They were octagon in shape and one foot in diameter. There were sixteen of them on the lower floor supporting the stories above. There are about seven of them still in the building as it stands today, may, 1948. a short distance northeast of the right-angle turn in Reist Street about three-quarters of a mile north of Williamsville N.Y.

One historian, in giving an account of the early industries of Williamsville, stated that, "The lime-kilns and cement mill were built about 1825." I think if we take into consideration the history of the Erie Canal, we may come closer to the exact date. The construction of the locks at Lockport began in 1821. The canal was completed in October 1825. They obtained all the cement used in building the locks at Lockport from Williamsville

A path was cut through the woods and a corduroy road built, over which they hauled the cement on stone-boats by oxteam

In 1816, surveyors discovered lime-stone here in Williamsville. Some enterprising man about town, no doubt took advantage of the fact, and started at once to build a lime-kiln and cement-mill, which must have been finished in time to furnish the cement to build the locks at Lockport, N.Y. So a more logical conclusion as to the time the lime-kilns and mill were built would be about 1818. See Sanford's History of Niagara County; pages 188-189; Grosvenor Library.

Respectfully submitted, June 1948. by

Snapshots by W.D.R.

Warren D. Reist  
30 Park Drive  
Williamsville, 21, N.Y.

*Warren D. Reist*

Henry B. Ritchie  
Christian Reist

An Agreement in regard to the Thayer Elevator

Agreement made and entered into at Buffalo this fourth day of October in the year One thousand eifgt hundred and fourty-eight by and between Christian Reist of Williamsville Erie County and Henry Ritchie of Buffalo

The said Christian Reist being desirous of having the services of said Henry B. Retchie to take charge, and manage and superintend the Elevator on Buffalo Creek called or known at present as the Thayer Elevator. It is understood and agreed between said Reist and Ritkhie that the said Ritchie is to have the management of said ~~Elevator~~ Elevator and he is to use his influence to obtain business for the same and in the best terms he can make on full accounts for storage, collect all monies for the same and pay the same over to said Reist (?) disbursements, all expences for fuel, labor or whatsoever nature or kind in carrying on the business of said Elavator, to be paid to ~~sa~~ said Reist, and the Elevator always to be kept in good running condit~~ion~~ ition by said Reist, and in consideration of the service rendered and to be preformed by said Henry B. Ritchie, the said Christian Reist agrees to pay and allow said Ritchie ten percent on the gross receipts of said Elevator or building and which can ? of ten percent The said Ritchie may deduct from the money he collects for storage. Said Ritchie to have the right of hireing or dischargeing men as he may deem proper. This contract to remain in force One year from this date.

Buffalo October 4, 1848.

Henry B. Ritchie

Christian Reist

Purchase of Scow Boat  
(On Erie Canal)

Buffalo, Sept. 3rd. 1848.

Christian Reist bought of J.L.Barnes, the Scow Boat " S. W. Smith of Dansville, and furnature as is. Received payment; one horse and buggy & harness; One Hundred and fifty dollars in cash; four notes, payable in four months from date with use at Oliver Lee & Co. Bank of Buffalo.

J.L.Barnes.

The above was copied from legal documents in my posession,

May, 1948.

## E N R O L L M E N T

No.86, Eighty Six-

DISTRICT OF BUFFALO CREEK,  
Port of Buffalo.

In conformity to an Act of the Congress of the United States of America, entitled an Act for Enrolling and Licensing Ships and Vessels &c. passed the 18th. February, 1793, and "an Act to regulate the Foreign and coasting Trade on the Northern and North-western Frontiers of the United States and for other purposes," Passed the 2nd. March, 1831, and an Act to provide for the better security of the lives of passengers on board of Vessels, in whole or in part propelled by steam," Passed 7th. July 1838.

Christian Reist of Williamsville, Erie Co., N.Y.  
having taken or subscribed the oath required by the said Acts, and having sworn that he is a

CITIZEN OF THE UNITED STATES, and sole owner of the Steam Boat or Vessel called the CHARLES S. GAGER -----whereof Christian Reist -----  
is at present Master and as he hath sworn-----  
is a CITIZEN OF THE UNITED STATES and that the said ship or vessel was built at Dansville, N.Y. in the year 1847 and altered into a steam boat in 1848, as appears by the oath of Christian Reist now on file in the office, Dated October 30th 1848.

And William J. Mack Surveyer----- having certified that the said Steam Boat or Vessel has -----and----- and that---  
her length is Seventy one feet eight inches----- 71 ft. 8 in.  
her breadth fourteen feet three inches----- 14 ft. 3 in.  
her depth four feet two inches----- 4 ft. 2 in.  
and that she measures fourty three----- tons Nineteen ninty-fifths.  
that she is a Steam Boat.---has----

and

head.

And the said Christian Reist-----having  
agreed to the discription and measurements above specified, and sufficient  
security having been given in conformity with the terms of the said Acts, and  
said Steam Boat has been duly Enrolled at the PORT OF BUFFALO CREEK.

Given under my Hand and Seal at the office of  
the port of Buffalo Creek, in the said District  
the Thirteenth day of October in the year one-  
thousand eight hundred and forty eight,

Charles M. Hopkins  
Deputy Collector.

The above was copied from the original document in my possession,

Warren D. Reist  
Williamsville, N.Y.  
May, 1948.



Rec'd Buffalo September 14th. 1847  
from Messrs. Reist, Frick, & Dillers, Three Hundred Dollars  
of all demand for Building Ship Elevators according to Con-  
tract of March 6th. 1847.

Swartz & Barton.

Buffalo, Setp.30th. 1848.

RECEIVED in Store from PROPELLER PRINSTON  
For Account of Waldo & Mann-----  
Three Thousand One Hundred & Ninty Two-46/60 Bushels of Wheat  
subject to our Charges and the Order of Waldo & mann.

3,192-46/60 Bushels.

C. Reist  
Per. Thater

Copy from the original on file

Warren D. Reist  
Williamsville N.Y.  
May 1948.

## An Agreement to Deliver Wood

Buffalo, Oct.19th.1848.

\$300

In consideration of three hundred dollars, to me in hand paid, the receipt of which is hereby acknowledged, I promise to deliver to Jacob Beyer three hundred cord of wood, (hard-splitting), on Wilkeson's lot on the canal, between this day and the close of canal navigation, at the rate of fifteen shillings per cord; for each and every cord there delivered; and I further agree, if I should fail to deliver the wood or part of it, I agree to pay Jacob Beyer fifty cents damage for each cord of wood not delivered to him at the place above mentioned, on the closing of canal navigation.

Signed in the presence of

John Griner.

Christian Reist

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Some of my Uncle Christ's cancelled checks, which I still have on file.

Oliver Lee &amp; Co. Bank, at Buffalo, N.Y.

Nov.1st., 1847-----	\$1000 wheat.
Dec.16, 1847-----	\$1499.99 cash.
Dec.21, 1847-----	\$1000 C.Reist
Jan.15, 1848-----	\$1184.15 wheat
Mar.8th.1848-----	\$566.00
Apr.5th.1848-----	\$460.00 James Park
May.8th.1848-----	\$1209.89.

Grandfathers checks were of smaller amounts from \$100 to \$500. during the same period of time.

They were issued on the Hollister Bank of Buffalo.

White's " " " :  
The International " :

One on the Bank of the United States Bank " , 1830

One on Office of Discount &amp; Deposit Bk. U.S. at Buffalo-1830.

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I have the agreement to deliver wood on file also.

Warren D. Reist  
Williamsville, N.Y.

## L I C E N S E

No. 116

DISTRICT OF BUFFALO CREEK  
PORT OF BUFFALO CREEK

IN PURSUANCE OF  
An Act of Congress of the UNITED STATES OF AMERICA, entitled "An Act for En-rolling and Licensing Ships and Vessels &c. passed the 18th. February, 1793, and An Act to regulate the Foreign and Coasting Trade on the Northern and Northwestern Frontiers of the United States and other purposes", passed the 2nd. March 1831, and "An Act to provide for the better security of the lives of passengers on board of vessels propelled in whole or in part by steam" passed 7th. July 1838.  
Christain Reist  
of Williamsville, Erie County, New York Owner and Master.

having given bond that the Steamboat called the Charles S. Gager

Whereof the said Christian Reist \_\_\_\_\_ is Master  
burden Forty three 19/95 \_\_\_\_\_ tuns,  
as appears by Her Enrollment \_\_\_\_\_

Dated at this port \_\_\_\_\_ October 30th. 1848 \_\_\_\_\_ and  
Numbered Eighty six (86)

while  
shall not be employed in any trade, ~~when~~ this license shall continue in force, whereby the Revenue of the United States shall be defrauded; and having also Sworn that this License shall not be used for any other vessel-- LICENSE IS  
HEREBY GRANTED for the said

Steam Boat

CHARLES S. GAGER

to be employed in conformity with the terms of said Acts for one year from the date hereof, and no longer.

Given under my Hand and Seal of the office  
at the port of Buffalo Creek, in the said District, this Thirteenth day of  
October, in the year one thousand eight hundred and forty eight

Charles M. Hopkins  
Deputy Collector.

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The copy is from the original document which I have in my possession,

Warren D. Reist  
Williamsville, N.Y.  
May, 1948.



Short LEASE FOR LAND Printed and sold by A.F.Lee, 138 Main St. Buffalo, N.Y.

IT IS HEREBY AGREED Between John Reist, Sr. of Amherst, of the first part, and John Hollister of Buffalo, of the second part as follows; The said party of the first part in consideration of the rents and covenants herein specified, does hereby let and lease to said party of the second part, his interest in the Elevator on the east side of Buffalo Creek and Ohio Street; known as the Hollisters Elevator and having eighty feet front on the creek; said interest being an equal undivided one third of said Elevator.

-----  
It is understood, and agreed to that if said party of the second part shall at the expiration of the lease have any grain in store, he shall have untill the opening of Canal navigation to remove the same and without charge,  
-----

for a term of One Year from and after the date hereof on the terms and conditions hereinafter mentioned, to be occupied as a Warehouse.

PROVIDED, That in case the rent shall at any time remain unpaid for the space of five days, after the same shall become due, it shall be lawful for the said party of the first part or his Attorney, to re-enter into and repossess the said premises; and the said party of the second part, and each and every other occupant, to remove and put out.

AND the said party of the second part does hereby hire the said premises for a term of one year as above mentioned, and does covenant and promises to pay the said party of the first part, or his assigns, the annual rent of Five Hundred and Fifty Dollars in equal quarterly instalments to wit:

One Hundred  
and Thirty Seven 50/100 dollars each quarter.  
The first instalment to be paid  
on the first day of July 1850,

AND ALSO, that he will, at his own expence, during the continuance of this lease, keep the said premises ~~without~~ and every part thereof, in as good repair, and at the expiration of the term, yield and deliver up the same in like condition as when taken, reasonable use and wearing thereof excepted.

PROVIDED ALWAYS, that if at any time the said party of the second part shall demise or assign the said premises without the consent of the said party of the first part, then this lease and agreement on the part of the said party of the first part shall determine and be void.

Witness our hands, ~~and~~ this First day of April 1st. 1850.

John Reist  
John Hollister.  
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SHORT LEASE FOR LAND Printed and sold by A.E.Lee 138 Main St. Buffalo, N.Y.

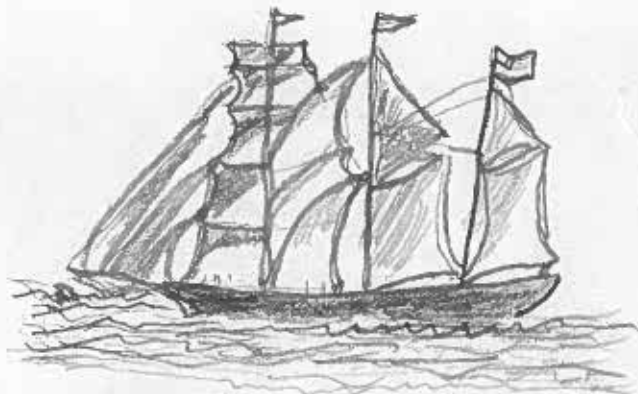
Same form as above, Same Hollister Elevator.

Witness our hands, this First day of May, 1851.

John Diller  
John Reist.

I have the original leases on file.

Warren D. Reist  
Williamsville, N.Y.  
May, 1948.



# LAKE NAVIGATION COMPANY

H.C.Walker, Pres.  
H.M.Mixer, Secy.  
S.S.Guthrie, Treas.

OFFICE FOOT OF INDIANA STREET

Buffalo, Jany. 5th. 1858.

John Reist Esq.  
Williamsville

It has been impossible to postpone the meeting of the stockholders of the Lake Navigation Company, advertised to take place on the 13th. inst. for the reduction of the capital stock of the Company on account of the want of time for legal notice.

The directors have consequently deemed it best that our stockholders be advised that all the business of the 21st. inst. can be entertained and agreed upon in the 13th. inst. and proxy made to carry out the views of the stockholders on the 21st. so as not to burthen those residing to far from the Company's Office to be convenient to attend both meetings with a second journey.

Enclosed please find blank proxys for both meetings to be filled up and executed in case you cannot attend.

The proxy for the 21st. is very essential as it requires a representative of two thirds of all the stock to form a quorum for business and the life of our Charter dependent upon some action of the stockholders at that time and cannot be deferred for want of time for further notice

Yours truly

H.C.Walker Pres.

This is a copy of the letter which was in script.

By Warren D. Reist (Grandson)  
Williamsville, N.Y.  
May 1948.

*Warren D. Reist*